

CO-BRANDING JOINT VENTURE PARTNERSHIP AGREEMENT

This Co-Branding Joint Venture Partnership Agreement ("Agreement") is made and entered into on this ____ day of _____, 20____, by and between:

Party A: _____, a company incorporated under the laws of _____, having its principal place of business at _____.

Party B: _____, a company incorporated under the laws of _____, having its principal place of business at _____.

RECITALS

- Both Parties desire to enter into a strategic joint venture partnership for the purposes of co-branding, marketing, and distributing certain products and/or services as further described hereunder.
- The Parties wish to set out their respective rights and obligations with respect to the joint venture partnership pursuant to the terms and conditions of this Agreement.

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the definitions set forth below:

- **“Joint Venture”** means the co-branding partnership established under this Agreement by Party A and Party B.
- **“Products/Services”** means the goods and/or services co-developed, co-branded, marketed, or distributed by both Parties under this Agreement.
- **“Brand Elements”** means names, logos, trademarks, designs, and other identifying symbols.

2. PURPOSE

The purpose of this Joint Venture is to jointly develop, promote, and/or distribute Products/Services under a co-branded arrangement leveraging the respective strengths, marketing platforms, and Brand Elements of both Parties.

3. TERM

This Agreement shall commence as of the Effective Date and shall continue for a period of _____ years, unless terminated earlier in accordance with Section 8 of this Agreement.

4. RESPONSIBILITIES OF THE PARTIES

- **Party A** shall be responsible for: _____.
- **Party B** shall be responsible for: _____.
- Mutual responsibilities may include joint marketing, resource sharing, and product/service development as agreed in writing.

5. BRAND USAGE

- All use of Brand Elements shall be subject to each Party's brand guidelines as provided from time to time.
- No Party shall use the other's Brand Elements in any manner that could damage the reputation or goodwill

of the other Party.

6. REVENUE & COST SHARING

The Parties shall share revenues, expenses, and costs arising from the Joint Venture as follows:

Revenue sharing: _____% to Party A, _____% to Party B;

Cost sharing: _____% to Party A, _____% to Party B.

7. INTELLECTUAL PROPERTY

Any intellectual property developed jointly in connection with this Joint Venture shall be owned as follows:

_____. Each Party retains ownership of its pre-existing intellectual property.

8. TERMINATION

This Agreement may be terminated:

- By either Party with _____ days' prior written notice;
- Immediately, in the event of a material breach of any term by the other Party, not cured within _____ days after notice;
- By mutual written consent of both Parties.

9. CONFIDENTIALITY

Both Parties shall maintain the confidentiality of any proprietary or confidential information disclosed during the term of this Agreement.

10. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of _____.

Any disputes shall be resolved through good faith negotiations, failing which, by arbitration in _____.

11. GENERAL PROVISIONS

- This Agreement contains the entire understanding between the Parties with respect to the Joint Venture partnership.
- Any amendments or modifications must be made in writing and signed by both Parties.
- Neither Party may assign this Agreement without the other Party's prior written consent.

Authorized Signature

Party A:

Name: _____

Title: _____

Date: _____

Authorized Signature

Party B:

Name: _____

Title: _____

Date: _____